

RECORDATION NO. 22180-9 FILED

JUN 23 '06 11:49 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

June 23, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Rights, dated as of June 23, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement Supplement No. 2 previously filed under Recordation Number 22180-F.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wells Fargo Bank Northwest, National
Association, not in its individual capacity but
solely as Trustee
(formerly First Security Bank)
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

Indenture Trustee: Wilmington Trust Company, not in its individual
capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Beneficiary: Pitney Bowes Credit Corporation
27 Waterview Drive
Shelton, Connecticut 06484

Mr. Vernon A. Williams
June 23, 2006
Page 2

A description of the railroad equipment covered by the enclosed document is:

594 Mechanized Rapid Discharge® V Coal railcars within the two series JHMX 99841 – JHMX 99999, JHMX 991000 – JHMX 991320 and JHMX 991441 – JHMX 991560 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Termination and Release of Rights.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria".

Edward M. Luria

RWA/sem
Enclosures

JUN 23 '06

11:49AM

SURFACE TRANSPORTATION BOARD

**TERMINATION AND RELEASE OF RIGHTS DATED AS OF JUNE 23, 2006 UNDER
PARTIAL ASSIGNMENTS AND CONSENT AND AGREEMENTS
DATED AS OF JUNE 4, 1999 AND JUNE 18, 1999
AND LESSEE ACKNOWLEDGMENT OF ASSIGNMENT AND ESTOPPEL
CERTIFICATE DATED AS OF JUNE 23, 1999**

AMONG

**PITNEY BOWES CREDIT CORPORATION
("BENEFICIARY")**

**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION,
FORMERLY KNOWN AS FIRST SECURITY BANK, NATIONAL ASSOCIATION,
AS OWNER TRUSTEE
"OWNER TRUSTEE")**

AND

**WILMINGTON TRUST COMPANY, AS INDENTURE TRUSTEE
("INDENTURE TRUSTEE")**

WHEREAS, the Owner Trustee is a beneficiary under those certain Partial Assignments dated as of June 4, 1999 and June 18, 1999 (collectively, the "Partial Assignments") pursuant to which Alabama Power Company ("APCo") assigned all of its rights and remedies under that certain Railcar Manufacturing Agreement between APCo and Trinity Industries, Inc. dated as of February 16, 1998 ("Manufacturing Agreement") with respect to certain railcars described thereon; and

WHEREAS, the Owner Trustee is a beneficiary under those certain Consent and Agreements dated as of June 4, 1999 and June 18, 1999 between Trinity Industries, Inc. ("Trinity") and APCo (collectively, the "Consent and Agreements") pursuant to which APCo and Trinity confirmed the partial assignment of rights under the Manufacturing Agreement to the Owner Trustee ; and

WHEREAS, the Owner Trustee, Indenture Trustee and APCo executed and delivered that certain Lessee Acknowledgment of Assignment and Estoppel Certificate dated as of June 23, 1999 (the "Estoppel Certificate"); and

WHEREAS, the Owner Trustee and the Indenture Trustee entered into that certain Trust Indenture and Security Agreement dated as of April 28, 1999 (as amended and supplemented through the date hereof, the "Indenture") pursuant to which the Owner Trustee

agreed to, in its capacity as owner trustee issue certain promissory notes evidencing indebtedness of the Owner Trustee and grant to the Indenture Trustee a first priority security interest in the Indenture Estate; and

WHEREAS, a memorandum of the Indenture and Security Agreement Supplement No. 2 was recorded on June 23, 1999 with the Surface Transportation Board, Recordation No. 22180-F; and

WHEREAS, in connection with the full performance and satisfaction of the obligations set forth in the Indenture on the day hereof with respect to the B Lease and the Items of Equipment leased thereunder, each of the undersigned has agreed to terminate and release its rights under the Partial Assignments, the Consent and Agreements and the Estoppel Certificate.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Definitions. Except as otherwise defined in this Termination and Release of Rights, terms defined in the Indenture or by reference therein are used herein as defined therein.

2. Termination and Release of Rights. The undersigned parties hereby terminate and release their respective rights in the Partial Assignments, the Consent and Agreements and the Estoppel Certificate.

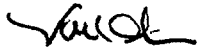
3. Governing Law; Binding Effect. THIS TERMINATION AND RELEASE OF RIGHTS, INCLUDING THE VALIDITY THEREOF, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS OTHER CONFLICT OF LAWS PRINCIPLES. This Termination and Release of Rights shall be binding on the undersigned and their successors and permitted assigns and shall inure to the benefit of APCo and its affiliates and their respective successors and assigns.

4. Counterparts. This Termination and Release of Rights may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Termination and Release of Rights by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Termination and Release of Rights in one or more counterparts as of the date first set forth above.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Owner Trustee**

By: 
Name: Val T. Orton
Title: Vice President

**WILMINGTON TRUST COMPANY, as
Indenture Trustee**

By: _____
Name: _____
Title: _____

**PITNEY BOWES CREDIT CORPORATION,
as Beneficiary**

By: _____
Name: _____
Title: _____

STATE OF Utah

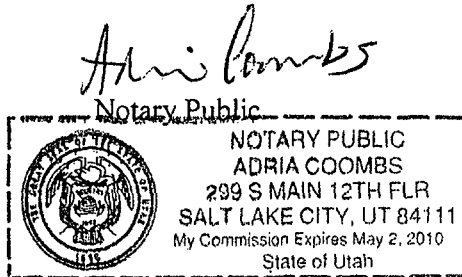
COUNTY OF Salt Lake

On this day of , 2006, before me personally appeared Val T. Orton to me personally known, who being by me duly sworn, says [s]he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, (formerly known as First Security Bank, National Association), not in its individual capacity but solely as owner trustee, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

STATE OF

COUNTY OF , ss:



On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as indenture trustee that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

STATE OF

COUNTY OF , ss:

On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of PITNEY BOWES CREDIT CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Termination and Release of Rights in one or more counterparts as of the date first set forth above.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Owner Trustee**

By: _____
Name: _____
Title: _____

**WILMINGTON TRUST COMPANY, as
Indenture Trustee**

By:  _____
Name: **Tira L. Johnson**
Title: **Financial Services Officer**

**PITNEY BOWES CREDIT CORPORATION,
as Beneficiary**

By: _____
Name: _____
Title: _____

STATE OF

COUNTY OF , ss:

On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, (formerly known as First Security Bank, National Association), not in its individual capacity but solely as owner trustee, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

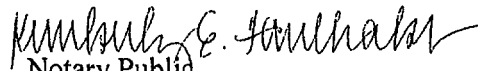
Notary Public

[NOTARIAL SEAL]

STATE OF **DELAWARE**

COUNTY OF **NEW, CASTLE**

On this 19 day of JUNE , 2006, before me personally appeared Tira Johnson to me personally known, who being by me duly sworn, says [s]he is the FINANCIAL SVCS OFFICER of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as indenture trustee that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

KIMBERLY ELIZABETH FAULHABER
Notary Public - State of Delaware
My Comm. Expires April 9, 2007

[NOTARIAL SEAL]

STATE OF

COUNTY OF , ss:

On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of PITNEY BOWES CREDIT CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Termination and Release of Rights in one or more counterparts as of the date first set forth above.

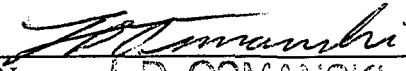
**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, as Owner Trustee**

By: _____
Name: _____
Title: _____

**WILMINGTON TRUST COMPANY, as
Indenture Trustee**

By: _____
Name: _____
Title: _____

**PITNEY BOWES CREDIT CORPORATION,
as Beneficiary**

By: 
Name: LD OSMANSKI
Title: VICE PRESIDENT

STATE OF

COUNTY OF , ss:

On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, (formerly known as First Security Bank, National Association), not in its individual capacity but solely as owner trustee, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

STATE OF

COUNTY OF , ss:

On this day of , 2006, before me personally appeared , to me personally known, who being by me duly sworn, says [s]he is the of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as indenture trustee that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

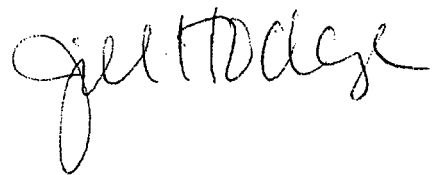
STATE OF Connecticut

COUNTY OF Fairfield, ss:

On this 16 day of June , 2006, before me personally appeared L. Olesinski, to me personally known, who being by me duly sworn, says [s]he is the Vice President of PITNEY BOWES CREDIT CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]



TERMINATION AND RELEASE (PARTIAL ASSIGNMENT/CONSENT) - B LEASE

My Commission Expires Aug. 31, 2010

EXHIBIT A

Five hundred ninety-four (594) Mechanized Rapid Discharge® V Coal Cars:

JHMX99841– JHMX99960 (120 cars)

JHMX99961– JHMX991080 (120 cars)

JHMX991081– JHMX991084 (4 cars)

JHMX991086– JHMX991175 (90 cars)

JHMX991178 (1 car)

JHMX991180 – JHMX991181 (2 cars)

JHMX991183 – JHMX991200 (18 cars)

JHMX991201– JHMX991320 (120 cars)

JHMX991441– JHMX991500 (60 cars)

JHMX991501– JHMX991542 (42 cars)

JHMX991544– JHMX991560 (17 cars)

TOTAL CARS: 594

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: June 23, 2006

A handwritten signature in cursive script, appearing to read "Edward M. Luria", written over a horizontal line.

Edward M. Luria